

## Acquisition Agreement

This Acquisition Agreement ("Agreement") is made and entered into as of 29 June, by and between:

**Seller:** scanpro.cc

30 St Mary's Axe, London, England, EC3A 8BF

support@adsfeed.io

**Buyer:** FastTec B.V.

Mattenbieslaan 105, 3452AD Vleuten

tech@fasttec.net

### 1. Sale and Purchase

**1.1 Assets to be Transferred:** Seller agrees to ~~sell, transfer, and assign~~ to Buyer, and Buyer agrees to purchase from Seller, the following ~~assets~~ (collectively, the "Assets"):

- Billion VPN (including all source code, documentation, trademarks, customer data, and other related intellectual property).
- Thunder VPN (including all source code, documentation, trademarks, customer data, and other related intellectual property).

**1.2 Purchase Price:** The total purchase price for the Assets shall be \$12,500 (Twelve Thousand Five Hundred US Dollars) ("Purchase Price").

### 2. Payment

**2.1 Payment Terms:** The Purchase Price shall be paid by Buyer to Seller in two installments: - 50% (\$6,250) upfront upon the execution of this Agreement. - 50% (\$6,250) upon delivery and completion of the transfer of the Assets.

### 3. Transfer of Ownership

**3.1 Closing Date:** The transfer of the Assets shall be completed by 1 July ("Closing Date").

**3.2 Transfer of Rights:** Upon the receipt of the Purchase Price by Seller, Seller shall transfer all rights, title, and interest in and to the Assets to Buyer.

### 4. Representations and Warranties

**4.1 Seller's Representations:** Seller represents and warrants that:

- Seller is the sole owner of the Assets.
- The Assets are free from any license or encumbrances.
- Seller has the full right and authority to sell and transfer the Assets.

**4.2 Buyer's Representations:** Buyer represents and warrants that:

- Buyer has the full right and authority to purchase the Assets.

## 5. Confidentiality

**5.1 Confidential Information:** Both parties agree to maintain the confidentiality of the terms of this Agreement and any proprietary information exchanged during the transaction.

## 6. Governing Law

**6.1 Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the State of UK, without regard to its conflict of law principles.

## 7. Entire Agreement

**7.1 Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, agreements, and understandings, whether written or oral, concerning the subject matter of this Agreement.

## 8. Amendments

**8.1 Amendments:** Any amendment or modification of this Agreement must be in writing and signed by both parties.

## 9. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**Seller:**

**Georgi Mamelyan**  
scanpro.cc

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**Buyer:**

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FastTec B.V.